

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. _____

Petition of Central Vermont Public Service)
Corporation and Green Mountain Power)
Corporation Requesting an Investigation into)
The Establishment of Retail Access)
Policies and Procedures)

RETAIL OPEN ACCESS TARIFF

Dated November 23, 1999

CENTRAL VERMONT PUBLIC SERVICE
CORPORATION
77 Grove Street
Rutland, Vermont 05701

GREEN MOUNTAIN POWER CORPORATION
153 Acorn Lane
Colchester, Vermont 05446

1.0 RETAIL OPEN ACCESS PROGRAM

The Retail Open Access Program is defined as the transmission, distribution and delivery by the Company to the customer of electricity furnished by a third party to the customer pursuant to the provisions of this Tariff.

1.1 PURPOSE

1.1.1 This Tariff governs: (1) Delivery Service to customers who purchase electric energy and capacity from an Energy Service Provider (“ESP”) or otherwise cause electricity to flow across the Company’s facilities to other loads; and (2) participation of ESPs in the Company's Retail Open Access Program. “Delivery Service” is defined as the transmission and distribution of electricity to a customer by the Company. “Generation Service” is defined as providing electricity, including capacity and ancillary services such as the provision of reserves, to a Customer by an ESP or from the customer’s own facilities (commencing after November 23, 1999) for the generation of electricity.

1.1.2 As provided for in this Tariff, the Company shall exclusively:

1.1.2.1 Arrange for or provide for each customer (i) regional network transmission service over New England Power Pool (“NEPOOL”) Pool Transmission Facilities (“PTF”), (ii) local network transmission service over the Vermont Electric Power Company’s (“VELCO”) and/or New England Power Company’s (“NEP”) and/or certain other specified interconnected transmission facilities, and (iii) local network transmission service over the Company’s transmission facilities;

1.1.2.2 Deliver electricity over distribution facilities to each customer delivery point;

1.1.2.3 Provide customer service and support for Delivery Service;

1.1.2.4 Respond to service interruptions or power quality problems;

1.1.2.5 Handle connections and terminations;

1.1.2.6 Own, read, install, maintain meters and provide standard data or electronic signals;

1.1.2.7 Submit bills to customers for Delivery Service;

- 1.1.2.8 Address billing inquiries for Delivery Service;
- 1.1.2.9 Answer general questions about Delivery Service;
- 1.1.2.10 Report each ESPs' estimated and metered loads, including local network transmission and distribution losses, to the Independent System Operator of the New England bulk power system ("ISO-NE");
- 1.1.2.11 Process the electronic business transactions submitted by ESPs and send the necessary electronic business transactions to ESPs;
- 1.1.2.12 Provide information regarding, at a minimum, this Tariff, the Delivery Service tariffs, the Delivery Service billing cycles, and load profiles;
- 1.1.2.13 Facilitate the provision of Default Service to customers; and
- 1.1.2.14 Facilitate the provision of Transition Service to customers.
- 1.1.3 As provided for in this Tariff, a customer shall select one ESP for each Delivery Service account at any given time. A Customer may only choose to purchase Generation Service from an ESP that is authorized by the Vermont Public Service Board (the "Board" or "PSB") to participate in the sale of Generation Service to customers under this Retail Open Access Tariff.
- 1.1.4 In addition to all other requirements of this Tariff, each ESP must meet the applicable certification, registration and licensing requirements established by law or regulation and either (i) be a member of NEPOOL subject to an Own-Load Calculation or (ii) have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to include the load to be served by the ESP in such NEPOOL member's Own-Load Calculation. The term "Own-Load Calculation" is defined as the settlement method utilized by NEPOOL for its members, as set forth in the NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission ("FERC"). In addition each ESP shall be responsible for:
 - 1.1.4.1 providing all-requirements Generation Service to meet each of its customers' accounts' needs and to deliver the associated capacity and energy to a point or points on NEPOOL PTF, VELCO, NEP or certain other specified interconnected transmission systems, or the Company's or other Vermont utility's transmission systems;
 - 1.1.4.2 any and all losses incurred on (i) local network transmission systems and

distribution systems, as determined by the Company; (ii) NEPOOL PTF, as determined by the ISO-NE; (iii) facilities linking generation to NEPOOL PTF as determined by such facilities' operators; (iv) VELCO system facilities as determined by VELCO; applicable NEP facilities as determined by NEP; [certain other specified interconnected facilities as determined by such facilities' operators] and applicable facilities as determined by other Vermont utilities.

- 1.1.4.3 any other transmission wheeling charges necessary to reach NEPOOL PTF, VELCO transmission facilities and other Vermont utility's transmission facilities (whichever is applicable);
- 1.1.4.4 compliance with the Company's Operational Business Rules and Electronic Data Interchange Standards as set forth in this Tariff in Appendix C as may be amended or superseded by the Company from time to time;
- 1.1.4.5 entering into an Operating Agreement with the Company, as set forth in this Tariff in Appendix B as may be amended or superseded by the Company from time to time, that resolves issues associated with, among other things, information exchange, problem resolution, payment for losses, hourly load settlement, billing and metering data, and the recovery of the Company's charges incident thereto. This Operating Agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory;
- 1.1.4.6 obtaining the necessary authorization from each customer prior to initiating Generation Service to the customer.
- 1.1.4.7 obtaining the necessary authorization from each customer prior to requesting the Company to release the Company's historic usage information specific to that customer.
- 1.1.4.8 participating in any required Consumer Education Plan and paying any costs allocated to the Company on the ESP's behalf pursuant thereto.

1.2 RETAIL OPEN ACCESS SCHEDULE AND CUSTOMER ELIGIBILITY

- 1.2.1 Customers shall become eligible to purchase Generation Service from an ESP that is eligible to participate in the Company's Retail Open Access Program upon the effective date of this Retail Open Access Tariff as determined by the PSB.

- 1.2.2 If a customer elects, after the effective date of this Tariff, to continue to take service pursuant to a special contract entered into with the Company and approved by the PSB pursuant any applicable economic incentive program or otherwise, such customer is not eligible to participate in the Retail Open Access Program.

1.3 ESP ELIGIBILITY

- 1.3.1 An entity may hold itself out to the public as an Energy Service Provider (“ESP”) to provide Generation Service to end use customers in conjunction with Delivery Service provided by the Company under the Company’s Retail Open Access Tariff, and may commence and continue to market electricity for retail sale if:
- 1.3.1.1 The ESP has obtained any required Certificate of Public Good or other registration as may be required from the PSB authorizing it to provide Generation Service at retail to the Company’s customers. The ESP shall apply to the PSB for such required certification in accordance with applicable law and the Certification Application as set forth in Appendix A to this Tariff, as may be amended or superseded by the Company from time to time. Each ESP must notify the PSB and Vermont Department of Public Service (“DPS”) at any time of any material change in information previously submitted to the PSB or DPS in connection with the issuance of any required Certificate of Public Good or other registration authorization; and
 - 1.3.1.2 The ESP applies to the Company for authorization to provide Generation Service under the Company’s Retail Open Access Tariff by submitting an executed Operating Agreement with the Company, as set forth in this Tariff in Appendix B, as may be amended or superseded by the Company from time to time, and by complying with the Company’s Operational Business Rules and Electronic Data Interchange Standards as set forth in this Tariff in Appendix C, as may be amended or superseded by the Company from time to time; and
 - 1.3.1.3 The ESP complies with any Consumer Protection Standards as may be established by the PSB, as set forth in this Tariff in Appendix E, as may be amended or superseded by the PSB from time to time;
 - 1.3.1.4 The ESP complies with any Consumer Disclosure Standards established as may be by the PSB , as set forth in this Tariff in Appendix G, as may be amended or superseded by the PSB from time to time; and

- 1.3.1.5 The ESP complies with any reporting requirements as may be established by the PSB or DPS; and
- 1.3.1.6 The ESP complies with any Emissions Portfolio Requirements as may be determined by the PSB, as set forth in this Tariff in Appendix G, as may be amended or superseded by the PSB from time to time; and
- 1.3.1.7 The ESP complies with any Renewable Resource Requirements as may be determined by the PSB, as set forth in this Tariff in Appendix F, as may be amended or superseded by the PSB from time to time; and
- 1.3.1.8 The ESP complies, at all times, with any and all other laws, regulations, codes, tariffs, standards, orders and requirements as may be applicable to activities undertaken by the ESP in the Retail Open Access Program, including but not limited to, the regulations, orders, and requirements of the FERC, the State of Vermont, the PSB, the DPS, NEPOOL, ISO-NE, the Northeast Reliability Council (“NERC”), their successor organizations if any, the requirements of this Tariff, any written agreements between the ESP and the Company in connection with the Retail Open Access Tariff including but not limited to the Operating Agreement, and any orders issued to an ESP by the PSB or DPS including but not limited to any Certificate of Public Good.
- 1.3.1.9 The ESP supports and cooperates in good faith with any Energy Efficiency Utility (“EEU”) established by the PSB to enable the EEU to achieve the effective delivery of, and savings from, the system-wide demand side management programs as provided for in Section 1.20.1 of this Tariff.
- 1.3.1.10 The ESP supports and cooperates in good faith with the Company to enable the Company to achieve the effective delivery of, and savings from, the distributed utility planning, demand side management and load management programs implemented by the Company as provided for in Section 1.20.1 of this Tariff.
- 1.3.2 In addition to any requirements established by the PSB or DPS in connection with the issuance of any required Certificate of Public good that may be required pursuant to 30 V.S.A. §231 or other registration authorization, each ESP seeking to participate in the Company’s Retail Open Access Program shall apply to the PSB for certification in accordance with the Certification Application as set forth in this Tariff in Appendix A, as may be amended or superseded by the Company from time to time.

- 1.3.3 The ESP shall pay all costs incurred by the Company in connection with a determination by the PSB and/or DPS that the ESP has satisfied all requirements necessary to engage in the sale of Generation Service under this Retail Open Access Tariff. Should any costs be assessed against the Company by any governmental authority of competent jurisdiction in connection with the certification, registration or authorization of an ESP to participate in the Company's Retail Open Access Program, the Company shall notify the ESP of such assessment and shall bill the ESP for said costs. The execution of an Operating Agreement between the Company and the ESP under which the ESP agrees to pay all such costs shall be a condition precedent to the participation by the ESP in the Company's Retail Open Access Program.
- 1.3.4 Upon request by a customer, the Company will provide to the customer a list of the current eligible ESPs authorized to engage in the sale of Generation Service under the Retail Open Access Tariff as of the date of the customer's request.

1.4 ESP SUSPENSION AND TERMINATION

- 1.4.1 Certain circumstances may warrant suspension or termination of an ESP's participation in the Company's Retail Open Access Program, as set forth in this Section 1.4.
- 1.4.2 The Company shall have the right to immediately suspend or terminate an ESP's participation in the Company's Retail Open Access Program:
- 1.4.2.1 Where the Company determines that such ESP has not complied with one or more of the following standards of operational conduct, applied in a non-discriminatory manner, that are necessary and desirable for safety or for system reliability; or
- 1.4.2.1.1 ESPs shall not obstruct, alter, injure or prevent from functioning any meter or other instrument, or data derived therefrom installed upon a customer's premises for measuring the quantity of electricity and/or Delivery Service consumed.
- 1.4.2.1.2 ESPs shall not modify customer facilities, equipment, or wiring in a manner that would cause interference, bypass or obstruction with the Delivery Service furnished by the Company to the customer or to other customers.
- 1.4.2.1.3 ESPs shall not modify the Company's equipment, facilities, or wiring in any manner.

- 1.4.2.2 Where the PSB issues an order authorizing suspension or termination of participation by the ESP in the Company's Retail Open Access Program. The grounds for such suspension or termination include, but are not limited to failure to comply with the requirements of this Tariff, any written agreements between the ESP and the Company in connection with the Retail Open Access Program including but not limited to the Operating Agreement, and any filings made by an ESP with the PSB or DPS; or
- 1.4.2.3 Where a court of competent jurisdiction issues an order authorizing suspension or termination of the ESP; or
- 1.4.2.4 Where the failure to comply does not relate to the ESP's failure to pay any sums owed to the Company, the ESP and the Company shall attempt to resolve their dispute in accordance with Section 1.14 (Complaint Process). In the event the dispute is not resolved, the Company reserves the right to issue a Notice of Default. The ESP's failure to cure the default within fourteen (14) days after the date of the Notice of Default shall give rise to the Company's right to suspend or terminate the ESP's participation in the Company's Retail Open Access Program; or
- 1.4.2.5 Where the failure to comply relates to the ESP's failure to pay any sums or security owed to the Company, the Company reserves the right to issue immediately a Notice of Default. The ESP's failure to cure the default within fourteen (14) days after the date of the Notice of Default shall give rise to the Company's right to suspend or terminate the ESP's participation in the Company's Retail Open Access Program.
- 1.4.3 The ESP shall have the right to contest any suspension or termination of participation in the Company's Retail Open Access Program made by the Company under this Section 1.4.4, by filing a complaint with the PSB or the DPS in accordance with Section 1.14.
- 1.4.4 Any suspension or termination shall be effective upon the date specified in a written notice provided by the Company to the ESP.
- 1.4.5 Upon any suspension or termination, the Company shall notify the ESP's customers of such action and advise them of their option to either select another eligible ESP or receive Default Service, subject to all Tariff provisions regarding service to customers. Customers receiving such a notice shall enroll with another eligible ESP at least five (5) days prior to their next scheduled meter read date or they shall automatically be enrolled to receive Default Service.

- 1.4.6 Any suspension or termination of an ESP shall be without any liability to the Company.
- 1.4.7 Upon any suspension or termination of an ESP, the ESP shall remain responsible for payment or reimbursement of any and all sums owed under this Tariff or under any agreements between the ESP and the Company including but not limited to the Operating Agreement.

1.5 ESP CREDITWORTHINESS

- 1.5.1 Prior to serving customers, each ESP seeking to engage in the sale of Generation Service to customers pursuant to this Retail Open Access Tariff must demonstrate its creditworthiness in accordance with the PSB and DPS creditworthiness standards set forth in Appendix A, as may be amended or superseded by action of the PSB from time to time.
 - 1.5.1.1 ESPs will submit to the PSB and DPS, with a copy to the Company, a completed Retail Open Access Tariff Certification Application as set forth in this Tariff in Appendix A, as may be amended or superseded by the Company from time to time, accompanied by the two most current years of audited financial statements, if such statements exist. The financial statements are not required to be submitted if the ESP has an established credit rating from a commercial reporting agency and the statements were previously provided to the agency.
 - 1.5.1.2 If the PSB and DPS are unable to determine an ESP creditworthiness on the basis of the information available from acceptable financial reporting agencies or commercial credit reporting organizations, and the audited financial statements noted above, the ESP shall provide such supplemental financial and credit information as the PSB and DPS may deem necessary or desirable. This may include information as to the ESP's legal structure; and such other credit information as might be reasonably required in the exercise of due diligence by a potential creditor of the ESP. Failure to provide the required or requested information will result in a denial of eligibility for the ESP to participate in the Company's Retail Open Access Program.
- 1.5.2 Based on the results of the demonstration by an ESP of its creditworthiness as described in Section 1.5.1 above, the PSB may, as a condition to the ESP's participation in the Company's Retail Open Access Program, require, prior to the beginning of service, that the ESP provide one or more of the following to secure the ESP's performance for the benefit of the ESP's customers, the State of

Vermont and/or the Company:

- 1.5.2.1 an irrevocable letter of credit in such form, and drawn upon such bank, as are satisfactory to the PSB;
 - 1.5.2.2 a security interest in collateral satisfactory to the PSB;
 - 1.5.2.3 a guarantee in such form, and provided by such party, as are satisfactory to the PSB; or
 - 1.5.2.4 a performance bond in such form and subject to such terms, and provided by such party, as are satisfactory to the PSB.
- 1.5.3 In the event that an ESP can satisfactorily demonstrate that any security requirements imposed pursuant to Section 1.5.2 above are no longer reasonably required, or required at a reduced level, in conjunction with a creditworthiness evaluation, such security will be returned in kind, within fourteen (14) working days of such determination. All ESP's are required to notify the PSB of all events that would be deemed material and adverse to the credit worthiness demonstrated to the PSB at an earlier time. In the event the credit analysis determines additional security is required, the ESP will be given fourteen (14) days to deliver the additional security and, during that fourteen (14) day period, shall on a daily basis escrow all revenues received from its customers that have not yet been remitted to either the Company or the State of Vermont.

1.6 ESP HOURLY LOAD SETTLEMENT

- 1.6.1 For each ESP, hourly loads for each day shall be estimated or telemetered and reported daily by the Company or its agent to the ISO-NE for inclusion in the ESP's Own-Load Calculation. Hourly load estimates for non-telemetered customers will be based upon load profiles developed by the Company for each customer class or customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly loads for the Company.
- 1.6.2 The Company or its agent shall normally report the previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the ESP's Own-Load Calculation.
- 1.6.3 To refine the estimates of the ESP's loads that result from the estimated hourly loads and in conformance with the ISO-NE's procedures, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available to the Company after the monthly meter readings are

processed.

- 1.6.4 The hourly loads shall be determined consistent with the following steps:
 - 1.6.4.1 The Company shall identify or develop a load profile for each customer class or each customer for use in each day's daily determination of hourly load.
 - 1.6.4.2 The Company shall calculate a usage factor for each customer that reflects the customer's relative usage level.
 - 1.6.4.3 The Company shall develop estimates of hourly load profiles for the previous day for each ESP such that the sum of the ESPs' loads equals the hourly metered loads for the Company measured each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into the ESPs' loads.
 - 1.6.4.4 Resistance losses from PTF facilities (as identified in the NEPOOL open access transmission tariff ("OATT")), local network facilities (as identified in the VELCO OATT, certain other interconnected transmission facilities as identified in the applicable OATTs and local network facilities as identified in the Company's OATT) and distribution facilities as identified by the Company shall be approximated and added to the ESP's hourly loads. Resistance losses shall be determined from time to time and subject to adjustment as approved by the Board and applied by segment of the system as used by ESPs to serve customer accounts.
- 1.6.5 The process of ESP load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the ESP for any costs that are associated with such estimating errors.
- 1.6.6 Each ESP shall enter into an Operating Agreement with the Company as provided for in Section 1.11, which shall cover all of the matters referred to in this Section 1.6, including the provision of hourly load data. The full cost incurred by the Company in the preparation and reporting of hourly load data shall be billed to and paid by the participating ESP in accordance with the terms and conditions of said Operating Agreement.

1.7 CUSTOMER ENROLLMENT GUIDELINES

- 1.7.1 A customer receiving Generation Service from an ESP can only contract with one ESP at a time to service an individual Delivery Service account which is defined as one meter at a single location.
- 1.7.2 A customer desiring to take service under the Retail Open Access Program will select an eligible ESP for each Delivery Service account and provide the ESP with any necessary enrollment information. By authorizing an ESP to enroll the customer's account(s) in the Retail Open Access Program, the customer appoints the ESP as the customer's agent for purposes of enrollment in the Retail Open Access Program, and for providing and receiving information regarding the customer. The Company may, without any liability to the customer, rely on information submitted by the ESP as the customer's representative.
- 1.7.3 The ESP will submit the customer's account enrollment information to the Company using electronic data transfers as provided for in the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time. At a minimum, the Company shall require that the ESP indicate the name and Delivery Service address of the customer, the customer's current Delivery Service account number, and the date the customer agreed to receive Generation Service from the ESP beginning on the next regular meter reading date.
- 1.7.4 In the event the Company receives notice of the enrollment of a particular customer account from one or more than one ESP, the Company will automatically enroll the account with the ESP who provided the first valid enrollment transaction during any given enrollment period.
- 1.7.5 The Company must receive notice of a customer's enrollment by an ESP at least 5 days prior to the next regularly scheduled meter reading for the particular customer account. Enrollment will not be deemed effective until the date the company obtains its next actual meter reading of the account's meter according to the Company's regularly scheduled reading date for such customer or a special meter reading requested by the ESP.
- 1.7.6 The Company shall enroll customer accounts receiving Default Service in the manner described in Section 1.17 of this Tariff.

1.8 CHANGE IN SUPPLIER

Customers participating in the Retail Open Access Program may choose to change suppliers subsequent to their initial supplier selection. Customers will not be restricted to the number of times a change in supplier can occur provided the criteria set forth in this Tariff are met. Participating customers shall change their account's supplier by making enrollment arrangements with other ESPs participating in the Company's Retail Open Access Program. Customers may discontinue participation in the Retail Open Access Program at anytime and receive Default Service subject to all Tariff provisions regarding service to customers.

- 1.8.1 For a change from one ESP to another ESP to become effective, the new ESP, designated by the participating customer to provide Generation Service, will be required to conform to the enrollment guidelines as set forth in Section 1.7.
- 1.8.2 If an ESP wants to discontinue providing Generation Service to a customer, the ESP is required to notify the customer in writing and submit a notice of discontinuance of supply using electronic data transfers as provided for in the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time. Such notice shall be provided to the customer and the Company by the ESP at least twenty one (21) days prior to the customer's next regularly scheduled meter reading. The discontinuance of an ESP's Generation Service to a customer will not be deemed effective until the date the Company obtains its next actual meter reading of the customer's meter according to the Company's regularly scheduled meter reading date for such customer's account(s). If notice of termination is received fewer than twenty one (21) days before the customer account's next scheduled meter reading date, the discontinuance of Generation Service shall be concurrent with the customer account's subsequent scheduled meter reading date.
 - 1.8.2.1 If after receiving the ESP's written termination notice, the Company has not received an enrollment transaction from another ESP during the same enrollment period, the customer's account will receive Default Service in accordance with this Tariff effective as of the next actual meter reading.
- 1.8.3 If a customer wants to discontinue receiving Generation Service from an ESP, the customer will notify the ESP of the termination in writing at least five (5) days prior to the customer's next regularly scheduled meter reading. The discontinuance of an ESP's Generation service to a customer will not be deemed effective until the date the Company obtains its next actual meter reading of the customer's meter according to the Company's normal scheduled meter reading date for such customer's account(s). If notice of termination is received fewer

than five (5) days before the customer account's next scheduled meter reading date, the discontinuance of Generation Service shall be concurrent with the customer account's subsequent scheduled meter reading date.

- 1.8.3.1 If after sending the ESP written termination notice, the customer has not arranged to enroll for service from another ESP in advance of the five (5) day period, the customer will receive Default Service in accordance with this Tariff, effective as of the next actual meter reading.
- 1.8.4 If an ESP is suspended or terminated in accordance with Section 1.4 of this Tariff, the Company will notify the affected customers and those customers will receive Default Service as of the account's next scheduled meter reading date in accordance with this Tariff unless the Company is notified by another eligible ESP using the enrollment procedures set forth in Section 1.7.
- 1.8.5 Upon receipt of a change in supplier enrolment from an ESP, a customer will not be required to take any action in response to this notification.
- 1.8.6 In the event that a customer is required to take Default Service on account of the suspension or termination of an ESP in accordance with Section 1.4 of this Tariff, the ESP shall be charged the full cost incurred by the Company of switching the ESP's customers to Default Service. The Company may recover these charges from the ESP by acquiring a commensurate amount of the ESP's security as required pursuant to Section 1.5 of this Tariff or by invoicing the ESP for such charges.
- 1.8.7 An ESP shall not engage in slamming or other similar activities as prescribed by the Consumer Protection Standards established by the PSB, as set forth in this Tariff in Appendix E, as may be amended or superseded by the PSB from time to time. Any ESP, who engages in slamming or other similar prohibited activities, will pay all costs and fees incurred by the customer or the Company arising from such practices including, but not limited to, Company costs associated with reporting the ESP's conduct to the PSB and/or DPS and any costs assessed against the Company by any governmental authority of competent jurisdiction in connection with the investigation, enforcement or suspension/termination proceeding initiated against an ESP hereunder.
 - 1.8.7.1 The Company will notify the PSB and DPS of any customer complaints related to slamming or other prohibited practices alleged by a customer against an ESP.
 - 1.8.7.2 In no event shall the Company be liable to any party on account of an ESP's failure to provide Generation Service in accordance with the

terms of the Company's Retail Open Access Tariff.

1.9 RATES TO BE PAID BY CUSTOMERS PARTICIPATING IN THE RETAIL OPEN ACCESS PROGRAM

All customers participating in the Retail Open Access Program will pay unbundled Delivery Service charges to the Company in accordance with the terms and conditions of the Company's Delivery Service Tariff. Each customer is subject to the above mentioned unbundled rates and charges as set forth in the customer's otherwise applicable Service Classification as provided in the Company's Tariff.

1.10 METERING REQUIREMENTS

- 1.10.1 The Company shall meter each customer's electrical usage in accordance with the requirements of the customer's Service Classification as described in the Company's Tariff.
- 1.10.2 If an ESP requires something in addition to the meter reading necessary to bill a customer in accordance with the requirements of the customer's Service Classification as described in this Tariff, said ESP shall obtain such information utilizing the procedures described in the metering communications standard (Appendix D) and the customer or ESP may install such additional equipment on the customer side of the Company's meter. The customer or ESP shall install and maintain such equipment at its own expense. The Company's Metering Communications Standard describes the metering available from the Company is included in Appendix D, and may be amended or superseded by the Company from time to time.
- 1.10.3 If an ESP desires to have access to a participating customer's existing interval meter signal, the Company will upon request provide the ESP access to said interval data meter signal in accordance with the Company's Metering Standard.
 - 1.10.3.1 The Company shall charge the requesting customer \$__ per month to recover the Company's incremental cost of providing the interval data meter signal.
 - 1.10.3.2 The Company shall charge the requesting customer \$__ to cover the cost of installing the equipment necessary to provide the interval data meter signal.
 - 1.10.3.3 A charge of \$__ shall also be assessed to the requesting customer to

remove the equipment necessary to provide the interval data meter signal when such signal is no longer requested by the ESP.

- 1.10.4 The Company will perform meter readings in accordance with its established reading cycle and current practices, and provide relevant meter reading information to the ESP in accordance with the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time. Metering information provided to an ESP may only be used for the purpose of billing the customer and related analysis and for no other purposes.
- 1.10.5 For those customers without interval meters, the Company will utilize representative service class Load Shapes (reflecting voltage delivery level) for settlement purposes as described in Section 1.6.
- 1.10.6 The Company will be responsible for reading the meters of all customers participating in the Retail Open Access Program on their normally scheduled meter reading cycle.
 - 1.10.6.1 There will be a fee of \$__ per meter for special readings charged to the ESP.

1.11 BILLING

- 1.11.1 The Company shall perform the billing function for its electric Delivery Service whereby only the Company's charges, Energy Efficiency Charges ("EEC") to support the EEU, other State of Vermont charges and taxes, and Default Service charges will be displayed on the customers' bills.
- 1.11.2 Each ESP participating in the Company's Retail Open Access Program (with the exception of Default Service providers) shall perform the billing function for the Generation Service provided to its customers and shall bill its customer directly. Both the Company's Delivery Service bill and the Generation Service bill shall be for the same billing interval.
- 1.11.3 Each ESP will be required to enter into an Operating Agreement with the Company that contains mutually acceptable terms and conditions governing the rights and obligations of the parties prior to the Company providing billing and metering information to an ESP for the ESP's customers. The Operating Agreement shall establish the charges to be paid to the Company for the provision of such information.

1.12 TRANSFER OF CURRENT BILLING DATA

- 1.12.1 The Company shall provide an ESP with the metered usage (kWh) data obtained by the Company. The Company will also provide Service Classification, bill code, meter reading dates, and number of bill days in conjunction with metered usage data specified above.
- 1.12.2 The Company will provide to the ESPs on a monthly basis, if applicable, additional billing determinant data which will include kW (if applicable), time-of-use data, RKVA, and voltage level.
- 1.12.3 Such data, as specified in Sections 1.12.1 and 1.12.2, will be made available to the ESP via the Company's information system consistent with the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time.
- 1.12.4 The Company shall have no obligation to any ESP to add personnel, equipment or facilities in order to provide the ESP metering data.
- 1.12.5 Metering and billing data will be provided to participating ESPs "as is", "where is". No warranty of any kind is offered or provided (including any warranties of merchantability and fitness for a particular purpose).

1.13 TRANSFER OF OTHER INFORMATION

- 1.13.1 A customer, its designee, or an ESP who is authorized by a customer to receive usage information will receive, at no charge and up to twice in any twelve month period, the most recent twenty-four (24) months of billing history information that has previously appeared on a Company bill to that customer. The information will be limited to, Service Classification number, data on metered usage, monthly metered demands (if applicable), and time-of-use usage information (if applicable). This data will be provided to the customer, its designee, or an authorized ESP on a non-discriminatory basis within five (5) business days of the request. Provision of a customer account number from the ESP requesting such information will suffice as customer authorization.
 - 1.13.1.1 Request for this information will be subject to a charge of \$__ for each request beyond the second request in any twelve month period.
 - 1.13.1.2 Customer usage information for the periods prior to the most recent twenty-four (24) months that has previously appeared on a customer's

bill as set forth in Section 1.13.1 will be provided within ten (10) business days of the customer's request and the following fees, as applicable, shall be prepaid to the Company:

1.13.1.2.1 For customers served under Service Classifications Nos. [insert Utility specific rate classes], the fee will be \$__ per account. This fee will allow a customer to receive up to a maximum of four (4) years of additional usage information or portion thereof.

1.13.1.2.2 For customers other than those served under Service Classifications Nos. [insert Utility specific rate classes], the fee will be \$__ per account. This fee will allow a customer to receive up to a maximum of four (4) years of additional usage information or portion thereof.

1.13.1.2.4 This information will be made available to the requesting customer or their designee provided such customer was receiving service at the same premises. Under no circumstances will customer usage information based on a previous customer's consumption at the same premises be provided.

1.13.2 Information will be provided "as is", "where is". No warranty of any kind is offered or provided (including any warranties of merchantability and fitness for a particular purpose).

1.14 ESP COMPLAINT PROCESS

1.14.1 The complaint process set forth in this Section 1.14 will be available to ESPs and the Company. This complaint process does not apply to customers.

1.14.2 Any complaint that the ESP or the Company may have against the other party shall be presented in writing to the other party within sixty (60) days after the first known occurrence of the circumstance which gave rise to the complaint. The complaint shall include a concise statement of the question or dispute, and the relevant facts and data (including any applicable contract or tariff provisions) which support the complaint. The failure to present a written complaint within this sixty (60) day period shall constitute a waiver of any claim that the complaining party may have with respect to the matter that is the subject of the complaint.

1.14.3 The respondent shall answer the complaint, in writing, within ten (10) business days after receipt of the complaint.

- 1.14.4 Within ten (10) business days after filing the response, the complaining party and the respondent shall meet to resolve the matter informally. Any dispute that cannot be resolved in the normal course by the respective representatives of the parties shall be referred to the responsible officers of the parties for resolution.
- 1.14.5 If the parties cannot resolve the matter informally, and if the dispute relates solely to the interpretation or the enforcement of PSB orders, policies or regulations, or the Company's suspension or termination of an ESP as described in Section 1.4, the complaining party may petition the PSB or DPS to resolve the problem.
 - 1.14.5.1 The PSB or DPS may choose to become involved in the process at an earlier time.
 - 1.14.5.2 Neither the filing of a complaint with the PSB or DPS nor the PSB's or DPS's involvement in the dispute, will operate to stay any action the respondent would otherwise be entitled to take under this Tariff, under applicable laws, orders, policies or regulations, or under any Operating Agreements between the parties.
 - 1.14.5.3 The parties agree to be bound by the initial determination of the dispute that may be made by the PSB or DPS until, and unless, such initial determination is reversed by the PSB or a court of competent jurisdiction.

1.15 LIMITATION OF LIABILITY

- 1.15.1 The Company shall not be liable to a customer or an ESP for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused by, arising out of, or resulting from the Company's acts or omissions under this Tariff, or from its supply of data and information, or under any legal or regulatory requirements related to the Retail Open Access Tariff, except for any damages or losses caused by the gross negligence or intentional misconduct of the Company.
- 1.15.2 The Company shall not be liable to a customer or to the State of Vermont for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused to the customer by any act or omission of an ESP.
- 1.15.3 The Company shall not be liable to an ESP for any damages or losses of any

nature (including economic losses), or for any costs or expenses (including attorneys' fees) , or for any judgments or claims, directly or indirectly caused to the ESP by any act or omission of a customer.

- 1.15.4 The Company's total cumulative liability to an ESP or a customer whether arising out of Tariff, contract, tort (including negligence and strict liability) or otherwise, shall be limited to direct damages. In no event shall lost profits or consequential damages be due to an ESP or a customer.
- 1.15.5 In no event shall the Company be liable to a customer or an ESP, whether in contract, tort (including negligence and strict liability), or otherwise, for any and all special, indirect, penal, punitive, or consequential damage of any kind, including, but not limited to, loss of use of equipment or facilities, lost profits or revenues, expenses involving cost of capital, attorney's fees, cost of repair or cleanup, additional costs involved in construction or operation of facilities, or claims of customers.
- 1.15.6 The provisions of this Section shall survive the customer's or the ESP's participation in the Retail Open Access Program.

1.16 INDEMNIFICATION

An ESP, to the fullest extent of the law, shall indemnify, defend, and save harmless the Company from and against any loss, damage, liability, cost, suit, charge, expense (including attorneys' fees), claim, investigation, proceeding, or cause of action, which may at any time be imposed on, incurred by, or asserted against the Company and in any way relates to or is claimed to relate to or arise out of any damage or injury to property (including real property, personal property, and environmental damages), persons (including injuries resulting in death), or any economic losses, by or to third parties (including customers), that are directly or indirectly caused by or arise out of or are in any way connected with the ESP's acts or omissions (including the ESP's performance or non-performance of its agreements with customers).

1.17 DEFAULT SERVICE

- 1.17.1 "Default Service" shall mean the service arranged for by the Company to a Customer who is not receiving either Generation Service from an ESP or Transition Service in accordance with the provisions set forth in this tariff. The specific provider or providers as well as the rates, terms and conditions for

Default Service will be established through a competitive bidding process administered by the PSB and DPS.

- 1.17.2 Default Service shall be available to any Customer who is not receiving Transition Service and who, for any reason, has stopped receiving Generation Service from an ESP.
- 1.17.3 Each customer receiving Default Service shall receive a consolidated bill from the Company reflecting unbundled charges for Delivery Service and Default Service.
- 1.17.4 Default service may be initiated in any of the following manners:
 - 1.17.4.1 A customer who is receiving Generation Service from an ESP (see section 1.8) appropriately notifies the ESP that the customer wishes to terminate such service.
 - 1.17.4.2 An ESP appropriately notifies (see section 1.8) the Company that it shall terminate Generation Service to a customer. Default Service shall be initiated concurrent with the customer's next scheduled meter read date.
 - 1.17.4.3 An ESP ceases to provide Generation Service to a customer, without notification to the Company. In this instance, Default Service to the Customer shall be initiated concurrent with the customer's next scheduled meter read date.
 - 1.17.4.4 A customer who moves into the Company's service territory who has not affirmatively chosen an ESP.
- 1.17.5 Default Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of Generation Service by an ESP is received by the Company five (5) or more business days before the next scheduled meter read date. If the notice of initiation of Generation Service by the ESP is received by the Company fewer than five (5) days before the customer's next scheduled meter read date, Default Service shall be terminated concurrent with the customer's subsequent scheduled meter read date.
- 1.17.6 A customer's failure to pay for Default Service will subject the customer to disconnection of service in accordance with the terms of the Company's Tariff.

1.18 TRANSITION SERVICE

- 1.18.1 “Transition Service” shall mean the service arranged for in accordance with this Tariff. Availability for this service shall be in accordance with the provisions set forth in this tariff. The specific provider or providers for Transition Service shall be established through a competitive bidding process administered by the PSB and DPS.
- 1.18.2 Transition Service shall be available for 3 years after the effective date of this Retail Open Access Tariff.
- 1.18.3 Transition Service shall be available to each customer except those served under rates classification nos. [insert Utility specific rates] who was a customer of record as of the effective date of the Retail Open Access Tariff and who has not received Generation Service from an ESP since the Retail Open Access Date provided for in this Tariff.
- 1.18.4 A customer receiving Transition Service shall be allowed to retain such service upon moving within the service territory of the Company.
- 1.18.5 A customer who has previously received Generation Service from an ESP is no longer eligible to receive Transition Service, except that a Low-income Customer (a customer with a household income within 200% of the federal poverty guideline) may return to Transition Service at any time, regardless of whether the customer has previously received Generation Service from an ESP. In addition, an eligible customer who has received Generation Service from an ESP since the Retail Open Access Date is eligible to receive Transition Service by so notifying the Company within one-hundred and twenty days (120) days of the date when the customer first began to receive Generation Service from an ESP, provided that such notification occurs during the first year following the effective date of this Retail Open Access Tariff.
- 1.18.6 A customer who moves into the Company’s service territory after the Retail Open Access Date is not eligible to receive Transition Service, except that a Low-income Customer who moves into the Company’s service territory after the Retail Open Access Date shall be eligible for Transition Service.
- 1.18.7 Each Customer receiving Transition Service shall receive one bill from the Company, reflecting unbundled charges for their electric service and one bill from the Transition Service provider for Generation Service.
- 1.18.8 Transition Service may be terminated by a customer concurrent with the customer’s next scheduled meter read date provided that notice of initiation of

Generation Service by an ESP is received by the Company five (5) or more business days before the next scheduled meter read date. If the notice of initiation of Generation Service by the ESP is received by the Company fewer than five (5) days before the Customer account's next scheduled meter read date, Transition Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

1.19 SPECIAL PROVISIONS

1.19.1 Except as provided for in connection with the provision of Default Service hereunder, the Company will make all service termination decisions associated with non-payment of amounts owed to the Company for the provision of Delivery Service.

1.19.1.1 A customer's failure to pay an ESP shall not constitute a failure to pay the Company for Delivery Service.

1.19.1.2 An ESP will not be allowed to terminate Delivery Service to a customer for any reason.

1.19.1.3 The Company reserves all of its rights and remedies in connection with customers who are delinquent in sums owed to the Company for Company charges or who have otherwise failed to comply with their obligations under this Tariff. The Company will provide the ESP with notice of the Company's disconnection of any customer for non-payment or for other violations of the Company's Tariff on the day after the Company effectuates disconnection. The Company shall have no liability whatsoever to the ESP, or to any third party who is a supplier or other contracting party, for any loss of revenue or any other losses or damages resulting from the Company's disconnection of any customer.

1.19.2 Any and all customer data and information furnished to the ESP by or on behalf of the Company is solely for the internal use of the ESP in connection with the maintenance and analysis of customer accounts and billing under the Retail Open Access Program. No other use is authorized.

1.19.2.1 Under no circumstances shall the ESP commercialize, market, sell, transfer, pledge, or assign the data and information to any third party, without the prior written consent of the Customer.

1.19.2.2 The ESP shall not disclose any furnished data or information to any

third party without the prior written consent of the Customer. This restriction shall not apply to data or information (1) in the public domain at the time of receipt; (2) independently acquired by the ESP; (3) provided in accordance with Section 1.12 and 1.13; or (4) required by a governmental or judicial authority to be disclosed, in which event the ESP shall give the Customer reasonable advance notice of the disclosure that is sufficient to allow the Customer to attempt to secure confidential treatment of the data or information by the subject authority.

1.19.2.3 The obligations of an ESP under this Section shall survive the ESP's participation in the Retail Open Access Program.

1.19.3 To the extent that information is required to be provided to the Company via the Company's electronic information system by an ESP, the electronic submittal of such information will have the full legal force and effect as if a signed document had been delivered to the Company. An ESP waives any and all rights to challenge the legality of the electronically submitted information on the grounds that the Company does not have an enforceable written document or agreement signed by an ESP.

1.19.4 Except as otherwise provided by the Company's tariffs, the Company will invoice the ESP monthly.

1.19.4.1 The Company reserves the right to issue revised bills in connection with any incorrect sums previously invoiced.

1.19.4.2 The ESP agrees to pay the Company in full, without any deduction or offset, within ten (10) days after receipt of any invoice or revised invoice. Payments may be made by check or electronic fund transfers.

1.19.4.3 The Company shall impose a continuing late payment penalty each month in the amount of one and one-half percent (1.5%) of any unpaid sums previously invoiced.

1.19.4.4 Any objections to payment must be made in writing to the Company within sixty (60) days after the date of the invoice. The ESP's failure to present an invoice claim within this sixty-day period shall constitute a waiver of any claim the ESP may have with respect to the charges set forth in the subject invoice. In the event the Company determines that a refund is owed to the ESP, the Company will either make such refund, and/or credit any ESP account with the Company, within ten (10) days after its determination.

- 1.19.5 The provisions of this Tariff shall survive the ESP's participation in the Company's Retail Open Access Program.
- 1.19.6 In the event that any portion of the service provided hereunder is subject to the jurisdiction of the FERC, such portion shall be performed in accordance with the any applicable laws, regulations, orders or tariffs as determined by the FERC or as the same may be modified or superseded by the FERC from time to time.
- 1.19.7 Subject to the jurisdiction of the PSB, DPS or the FERC, an ESP's participation in the Retail Open Access Program shall constitute the ESP's consent to the personal jurisdiction of courts in the State of Vermont in any litigation or proceeding concerning any matters related to that ESP's participation in the Retail Open Access Program.

1.20 ESP COOPERATION

- 1.20.1 Each ESP participating in the Company's Retail Open Access Program shall support and cooperate in good faith with any Energy Efficiency Utility established by the PSB to enable the EEU to achieve the effective delivery of, and savings from, the system-wide demand side management programs implemented by the EEU, including: providing customer information to the EEU in a reasonable manner and under appropriate provisions to prevent disclosure to unauthorized entities or personnel; customer referrals and contacts to EEU programs; and coordination of customer services. In connection with such cooperation, coordination, and provision of information, the EEU and each ESP shall provide reasonable notice and shall act in good faith to accommodate the reasonable considerations of the EEU and the ESP.
- 1.20.2 Each ESP participating in the Company's Retail Open Access Program shall support and cooperate in good faith with the Company to enable the Company to achieve the effective delivery of, and savings from, the distributed utility planning, demand side management and load management programs implemented by the Company, including: providing customer information to the Company in a reasonable manner and under appropriate provisions to prevent disclosure to unauthorized entities or personnel; customer referrals and contacts to Company programs; and coordination of customer services. In connection with such cooperation, coordination, and provision of information, the Company and each ESP shall provide reasonable notice and shall act in good faith to accommodate the reasonable considerations of the Company and the ESP.

TABLE OF CONTENTS

1.0	Retail Open Access Program	1
1.1	Purpose	1
1.2	Retail Open Access Schedule and Customer Eligibility	3
1.3	ESP Eligibility	4
1.4	ESP Suspension and Termination	6
1.5	ESP Creditworthiness	5
1.6	ESP Hourly Load Settlement	9
1.7	Customer Enrollment Guidelines	11
1.8	Change in Supplier	12
1.9	Rates to Be Paid by Customers Participating in the Retail Open Access Program	14
1.10	Metering Requirements	14
1.11	Billing	15
1.12	Transfer of Current Billing Data	16
1.13	Transfer of Other Information	16
1.14	ESP Complaint Process	17
1.15	Limitation of Liability	18
1.16	Indemnification	19
1.17	Default Service	19
1.18	Transition Service	21
1.19	Special Provisions	22
1.20	ESP Cooperation	24

Appendix A - Energy Service Provider Certification Application

Appendix B - (i) CVPS/Energy Service Provider Operating Agreement

(ii) GMP/Energy Service Provider Operating Agreement

Appendix C - Operational Business Rules and Electronic Data Interchange Standards

Appendix D - Metering Communications Standard

Appendix E - Consumer Protection Standards

Appendix F - Renewable Resource Requirements

Appendix G - Emission Portfolio and Disclosure Standards